prosecution extends. Although the principal case cites several cases as sustaining their view of the question, and there are others which at first sight seemingly do so, upon closer inspection it will be found that most of them are distinguishable on one or more grounds. In *Williamson* v. *Glen Alum Coal Co.*, 72 W. Va. 288, relied on by the principal case, defendants were directly instrumental in procuring a warrant void on its face, because not issued for a criminal offence. Thus the wrongful act was directly within the control of the defendant. In other cases the subsequent act complained of was the natural, probable and lawful consequence, of the original unlawful act, unlike the principal case, where the subsequent act was unlawful. *Bacon* v. *Towne*, 4 Cush. 217; *Goodrich* v. *Warner*, 21 Conn. 431. Looking at the other side of the question, it would seem that in all cases in which, like the present case, the subsequent act was both unlawful and not within the control of the defendant, such act has been held not to be a proper element to be considered in assessing the damage due the plaintiff. *Frankfurter* v. *Bryan*, 12 Ill. App. 549; *Carter* v. *Sutherland*, 52 Mich. 597. It would seem to be doubtful, therefore, whether the decision in the principal case is sound, as neither class of cases in reality sustain the proposition contended for.

PARENT AND CHILD.—SEDUCTION.—Plaintiff brought this suit to recover damages for the seduction of her minor daughter. At the time when the seduction occurred, the plaintiff had been divorced from her husband, who was alive when this suit was brought. The divorce decree said nothing about the custody and support of the daughter. The father had contributed nothing to his daughter's support since the divorce, but the plaintiff has supported her and whatever money the daughter earned, she turned over to the plaintiff. *Held*, that the plaintiff could maintain the action. *Malone* v. *Topfer*, (Md. 1915), 93 Atl. 397.

A parent's action for the seduction of a minor daughter is founded upon the relation of master and servant, and, since the father, as a general rule, is the party who is entitled to the services of his minor daughter, he is, as a rule, the proper party to maintain such an action. *Martin* v. *Payne*, 9 Johns 387. But when the husband dies, his widow is entitled to the services of her minor daughter, and hence it is generally held that she can maintain an action for the seduction of her minor daughter. *Dedham* v. *Natick*, 16 Mass. 134; *Hammond* v. *Corbett*, 50 N. H. 501. But the question raised in the instant case, whether a divorced wife, the husband being still alive, can maintain a suit for the seduction of a minor daughter, the decree having been silent as to the daughter's custody and support, seems never to have been decided before. Since the action for seduction is founded upon the relation of master and servant, plaintiff was entitled to maintain the action if she was entitled to the daughter's services. In an action for seduction it is not necessary to prove that the minor daughter rendered actual services, it is sufficient to show that the parent had the right to demand such services. *Kennedy* v. *Shea*, 110 Mass. 147; *Simpson* v. *Grayson*, 54 Ark. 404; *Nichleson* v. *Stryker*, 10 Johns. 115. The father's right to the custody and services of a

minor child is not an absolute proprietory right, but it is in the nature of a trust which imposes upon him the reciprocal obligation to maintain his infant child, and the law secures him in his right only so long as he discharges his correlative duties. *Nugent* v. *Powell,* 4 Wyo. 173. By abandonment of his child, the father forfeits his right to its services. *Clark* v. *Bayer,* 32 Oh. St. 299; *Stansburg* v. *Bertron,* 7 Watts. & S. 362. By what act abandonment takes place depends upon the circumstances in each case. *Greenwood* v. *Greenwood,* 28 Md. 369. In the principal case the court held that upon the evidence there was no room to doubt that the father had abandoned his daughter. The father having abandoned his daughter and cast the burden of her support on the plaintiff, his right to his daughter's services also devolved upon plaintiff. *Nugent* v. *Powell,* 4 Wyo. 173; *Delatour* v. *Mackay,* 139 Cal. 621. Plaintiff thus being in a position to demand her daughter's services, her right to maintain this action follows.

SALE OF STANDING TIMBER.—RIGHT OF ENTRY TO CUT.—Plaintiff conveyed standing timber by deed to A, with a right of entry for removal during the period of seven years. A conveyed his timber rights to B, and B conveyed to C, who sold the timber rights to D, and these timber rights afterwards passed by mesne conveyances to the defendant. Plaintiff brought action in trespass against the defendant for cutting and removing trees. *Held,* that the right of entry was incidental merely, and could not exist apart from the ownership of the timber. *Yarbrough* v. *Stewart,* (Ala. 1915) 67 So. 980.

The ground upon which the court in the principal case bases its decision is that such a contract is a mere license, revocable at the will of the grantor. This is undoubtedly true where the license in question is merely a parol one, giving the grantee the right to enter and remove standing timber. *Hodsdon* v. *Kennett,* 73 N. H. 225; *Walter* v. *Lowrey,* 74 Miss. 484; *Garner* v. *Mahoney,* 115 Iowa 356; *Spacy* v. *Evans,* 158 Ind. 431. But a different rule is by several cases held to exist where the timber is conveyed by deed, for a valuable consideration, granting the right to enter and remove for a certain definite period of time. In such cases it is held that the right is a license coupled with an interest, not revocable by the grantor during the period specified. *McLeod* v. *Dial,* 63 Ark. 10; *Bolland* v. *O'Niel,* 81 Minn. 15; 25 CYC. 649. These cases, which seem to be in accord both with reason and common sense, would, if sound, control the decision in the principal case. Interpreting the agreement in question as a license coupled with an interest, the right of the assignee of the interest to exercise the license is apparent, and the grantor would not have the right to revoke the license so as to defeat such interest. *Russell* v. *Hubbard,* 59 Ill. 335; *Putnam* v. *White,* 76 Me. 551.

SURETYSHIP—POSITION OF MARRIED WOMAN RELEASING HOMESTEAD RIGHTS. —A husband and wife were both made defendants in a suit on a promissory note, and to foreclose a mortgage. The note was executed by the husband alone. The mortgage covered the homestead and was executed by both husband and wife. The wife defended on the ground that several exten-